

DATE: February 23, 2011
TO: Interested Parties
FROM: John Maitland, Deputy Director, Projects and Programming
RE: Request for Proposal to Provide On-Call Right of Way Acquisition Services for Various Projects in Sonoma County

The Sonoma County Transportation Authority (SCTA) intends to retain a list of qualified firms/teams to provide on-call right of way acquisition services for various projects in Sonoma County. The list shall remain active for 5 years. Qualified firms/teams will supplement right of way acquisition services currently being provided by Caltrans to help facilitate project delivery on the Highway 101 corridor.

The scope of work may include providing the following services:

- Real Property Appraiser
- Acquisition Specialist
- Relocation Specialist

A copy of the Request for Proposals (RFP) is available on the SCTA website at www.sctainfo.org.

Questions regarding this RFP shall be submitted in writing no later than March 2, 2011 and submitted to:

John Maitland
Deputy Director, Projects and Programming
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401
jmaitla1@sctainfo.org

Questions and answers will be posted on the SCTA website no later than March 4, 2011. There shall be no other RFP specific communication between the SCTA staff and interested consulting firms/teams, other than the scheduling of interviews and actual interviews, between March 9, 2011 and the posting of the staff recommended ranking of qualified consulting firms. The staff recommended ranking of qualified consulting firms will be posted on the SCTA webpage (www.sctainfo.org) after March 22, 2011.

Proposals must be submitted to the SCTA no later than **5:00 p.m. on March 9, 2011**. Late submittals will not be accepted. Short-listed firms will be notified and interviews scheduled in accordance with the selection process and schedule included in the RFP.

Thank you for your interest and I look forward to receiving a proposal from your firm.





Sonoma County Transportation Authority

Request for Proposals

To Provide

On-call Right of Way Services

for

Various Projects

Proposals Due: March 9, 2011 at 5:00 pm

490 Mendocino Avenue, Suite 206

Santa Rosa, California 95401

Contact: John Maitland

707-565-5373

jmaitla1@sctainfo.org

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SECTION 01 – INTRODUCTION

The Sonoma County Transportation Authority (SCTA) intends to create a list of qualified firms/teams to provide on-call Right of Way acquisition services for various projects in Sonoma County. The SCTA will negotiate a contract with the highest ranked firm/team for services needed in the immediate future. Contracts with other qualified firms/teams on the list may be negotiated in the future as the need arises. The list shall remain active for 5 years. Qualified firms/teams will supplement right of way acquisition services currently being provided by Caltrans to help facilitate project delivery on the Highway 101 corridor. Several on-going projects have CMIA funding and schedule deadlines. SCTA intends to support Caltrans right of way efforts in order to meet critical project deadlines. Some projects that may require Right of Way support include but are not necessarily limited to:

- **North B - Airport/Fulton Interchange Complex** – Reconstruct Airport/Fulton interchange including replacing the existing Airport Blvd. overcrossing with a new 5 lane bridge with sidewalks and turn lanes, reconfiguring on and off ramps and improvements to Airport Blvd.
- **North C - Windsor Soundwalls** – construct soundwalls in Windsor between Shiloh Road and Windsor River Road
- **Central C – Old Redwood Highway Interchange** – Reconstruct Old Redwood Highway Interchange with a new 4 lane bridge including sidewalks and turn lanes, reconfigure on and off ramps and improvements to Old Redwood Highway.
- **MSN B4** – Reconstruct Petaluma River Bridge and Highway 116 Grade Separation
- **MSN C2** – Construct HOV lanes through central Petaluma

The selected consultant team will work closely with SCTA and Caltrans to provide real property appraisal, acquisition, and if necessary, relocation services related to the acquisition of right of way for SCTA sponsored projects.

This RFP does not commit the SCTA to enter into a Contract nor does it obligate the SCTA to pay for any costs incurred in preparation and submission of proposals or in anticipation of a Contract.

The SCTA reserves the right to:

1. Reject any or all proposals;
2. Issue subsequent Requests for Proposal;
3. Alter the Selection Process Dates;
4. Remedy technical errors in the RFP process;
5. Approve or disapprove the use of particular subcontractors;
6. Negotiate with any, all, or none of the Proposers;
7. Solicit best and final offers from all or some of the Proposers;
8. Award a contract to one or more Proposers;
9. Accept other than the lowest offer; and/or,
10. Waive informalities and irregularities in proposals.

SECTION 02 - BACKGROUND ON MEASURE M

The SCTA plays a leading role in transportation in Sonoma County by securing funds, overseeing project delivery and long term planning. The SCTA acts as the countywide planning and programming agency for transportation related issues.

In November 2004, a local ¼ cent sales tax for transportation purposes was approved by 67.2% of voters, making Sonoma County the 18th self-help county in California. The duties of the SCTA include the administration of the sales tax.

The Measure M Expenditure Plan includes a 40% allocation to Highway 101 projects. The initial focus of the Highway 101 program is to prepare projects for construction by providing funding for preliminary engineering, design, right-of-way acquisition and construction.

SECTION 03 - PROJECT SUMMARY

To follow is a description of the ongoing projects in Sonoma County – some of which may require right of way support.

Highway 101 Corridor

The Highway 101 corridor extends through Sonoma County and serves as the primary north/south route for all types of vehicle traffic. The existing freeway has two lanes in each direction and consistently maintains a poor level of service in many sections. MTC's 2002 *HOV Lane Master Plan Update* calls for a continuous HOV lane from Highway 1 in Mill Valley to Windsor River Road in Windsor. The SCTA in cooperation with Caltrans and the Federal Highway Administration are working toward completing the Highway 101 HOV system in Sonoma County.

There are several planned projects to complete the 101 HOV System in Sonoma County, which are in various stages of development. The planned construction dates for each project are as follows:

Sonoma Highway 101 Projects	Anticipated Construction Start
North B - Airport/Fulton Interchange Operational Improvements	2012
North C - Windsor Soundwalls	2012
Central C – Old Redwood Highway Interchange Improvements	2012
Marin Sonoma Narrows – B4	*2012
Marin Sonoma Narrows – C2	*2013

* Pending funding

Project Schedule

The SCTA is committed to constructing improvements to Highway 101 as quickly as possible in order to relieve existing traffic congestion. It is imperative that all deliverables are completed within scheduled timelines in order to meet the project schedule. In order to meet project schedules, additional right of way property appraisal, acquisition and if necessary, relocation services may be needed.

SECTION 04 - SERVICES TO BE PROVIDED / SCOPE OF WORK

Consultants may request to be considered for one or more of the service categories described below.

A. Real Property Appraiser:

Responsible for preparation of Summary Appraisal Reports to determine the fair market value of the rights to be acquired from each subject property and prepared in accordance to professional standards, Uniform Standards of Professional Appraisal Practice (USPAP), and the Caltrans Right-of-Way Manual and all applicable laws and regulations. Each subject property appraisal will be separately bound and prepared in a “stand-alone” format suitable for furnishing to the associated property owners per Caltrans’ requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Comparable data shall be verified with parties to the transaction.

Real Property Appraiser Responsibilities under the Uniform Act:

- . Property owner must be notified in writing of Agency’s decision to appraise.
- . Property owner or designee must be given opportunity to accompany appraiser during property inspection.
- . Responsibility of sending Title VI information.
- . Diary entry of notifications and contacts.
- . Appraisal to contain minimum recognized standards for public acquisition (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Verified Comparables, Improvements Acquired, Damages, Cost-to-Cure, etc.)
- . All appraisals must contain Appraiser and Review Appraiser Certificates.

B. Acquisition Specialist:

Responsible for: “good faith negotiations” with property owners for the purchase of right-of-way based on values established in the reviewed and approved appraisals; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; preparation of all written correspondence, applicable forms and Agency’s standard purchase agreement; coordination with Agency staff; performance of notary services related to the signing of acquisition documents; escrow

coordination with Agency's selected title company; completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries.

Acquisition Specialist Responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations.
- Expeditious acquisition within 30 days of approved appraisal.
- First Written Offer should be presented in person when possible.
- Caltrans requires that a copy of the appraisal report shall be provided to the owner with the First Written Offer; a Summary Statement (basis for the appraisal) is optional in this case.
- Owner to be given reasonable time to consider offer and present material relevant to value determination (i.e., 30 days and a minimum of 3 contacts).
- Payment is required before taking possession unless date of possession clause is used in contract.
- Agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
- Preparation of Administrative Settlements when it is reasonable and in the public interest.
- Diary entries including confirmation of delivering Title VI information.

C. Relocation Specialist:

Responsible for providing relocation assistance to displaced parties, if any, resulting from an acquisition of right-of-way and conducted per applicable professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations.

IV. Minimum Qualifications:

This is an "On the State Highway System" project and, therefore, consultants must meet the following minimum qualifications, according to the Caltrans Right-of-Way Manual.

A. For Real Property Appraiser Services, proposer(s) must possess:

- Appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity, and value of the appraisal required:
 - a) Residential License for any noncomplex 1-4 family property with value of \$1 million and Nonresidential property with a transaction value up to \$250,000.

- b) Certified Residential for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000.
- c) Certified General for all real estate without regard to transaction value or complexity.
- Minimum five years' experience in appraisal of rights for eminent domain purposes.
- Successful completion of a course in appraisal of partial acquisitions for public agencies.
- Successful completion of a course in the Uniform Relocation and Real Property Acquisition Policies Act taught by a recognized organization.
- Successful completion of a course in State Eminent Domain Law taught by a recognized organization.
- Specific knowledge and experience appropriate for the type of assignment.

B. For Acquisition Specialist Services, proposer(s) must possess:

- Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
- Minimum five years' experience in the acquisition of rights for eminent domain purposes.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations. By signing the Right of Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.

C. For Relocation Specialist Services, proposer(s) should possess:

- Minimum five years' experience at the working level providing public agency relocation assistance.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations.
- Specific knowledge and experience appropriate for the type of assignment.

Section 05 - PROPOSAL SUBMITTAL REQUIREMENTS

Please prepare your proposal in accordance with the following requirements.

1. Proposal

The proposal shall not exceed a total of the equivalent of 20 single-sided, 8.5" x 11: pages. Font size shall be at least 10 point. Resumes and licenses should be included in an appendix and will not count toward the 15 page limit. The transmittal letter will also not count toward the 20 page limit.

2. Transmittal Letter

The Transmittal Letter should describe the firm/team's interest and commitment to the proposed services and identify which of the above described services you intend to provide. Include the name, title, address, telephone number and e-mail address of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with the SCTA shall sign the cover letter.

The Transmittal Letter should be addressed to:

John Maitland
Deputy Director, Projects and Programming
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

3. Firm Profile

This section should provide a brief description of the firm's size, organizational structure, capacity and resources.

4. Firm Qualifications and Experience

This section should state the qualifications and previous experience on similar projects of the consultant team. Indicate the name and location of the appraisers, acquisition agents, relocation specialists, and other persons proposed for the contract, as well as the roles and responsibilities of each member of the team. Include an organization chart, and resumes for each team member (resumes can be included in the appendix) and indicate the experience, preferably within Caltrans District 4, each member of the team has with the assigned duties. Also include documentation of required licensing from the California Office of Real Estate Appraisers for Real Property and Review Appraisers and/or the California Department of Real Estate for Acquisition Specialists (licenses can be included in the appendix).

5. Relevant Project Experience

Provide a description of services completed with Caltrans District 4 Right of Way Department over the last three years. This section should also include a listing of past specific assignments demonstrating the firm's experience in the services specified in this RFP, preferably on behalf of or for public sector clients within the State of California. Descriptions of completed projects, as current as possible, should be submitted. For each referenced project, proposers must list (1) the dates and a description of the services that were provided; (2) the names and responsibilities of the team members involved with the referenced work; and (3) for each client agency, the name, address, and telephone number of a contact person who would be most familiar with the services provided.

6. Project Understanding and Approach

For each service for which the consultant wishes to be considered, please write a narrative description of the general approach the consultant would use to provide the requested services. The narrative must include the consultant's overall strategy for scheduling work, a schedule of milestones for meeting right-of-way possession deadlines, a description of quality control measures, and a fee schedule charged for such services. In addition, specifically describe your approach to working as part of a team with Caltrans staff.

7. References

Provide at least three references (names and current phone numbers) from recent work (previous 3 years) which required similar services.

8. Form of Agreement

The selected Proposer(s) must execute the Form of Agreement attached hereto as Attachment B to this RFP, unless modified pursuant to the procedures set forth herein. Proposer shall identify in its Proposal any proposed modifications to the Form of Agreement.

9. Submittal of Proposals

Please provide six (6) copies of your proposal to the SCTA offices no later than 5:00 p.m. on March 9, 2011. The submittals should be addressed as follows:

John Maitland, Deputy Director, Projects and Programming
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

10. Fees

Please provide, in a separate sealed envelope the following information:

- Direct labor rates for proposed staff including any sub consultants
- Information regarding your firm and any sub consultant's Federal Acquisition Regulations (FAR) multiplier.

SECTION 06 – SELECTION OF CONSULTANT

Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list:

- a) Demonstrated ability to perform the services described;
- b) Experience and expertise of staff proposed to perform required services;
- c) Quality of work as verified by references and/or prior experiences;
- d) Costs relative to the scope of services;
- e) Ability to complete the work within the time schedule provided;
- f) A demonstrated history of providing similar services to comparable entities within the District 4 area and subject to Caltrans oversight; and
- g) Any other factors the evaluation committee deems relevant.

Two or more of the firms/teams may be invited to an interview to be held on **March 25, 2011**. The Project Manager and key team members should attend the interview.

The interview panel will rank the firms based on the aforementioned criteria. SCTA staff will then initiate contract negotiations with the top ranked firm/team for the first available contract. If contract negotiations are not successful, the next highest ranked firm/team may be asked to negotiate a contract. The SCTA must formally approve the negotiated contract and work will be initiated with a Notice to Proceed (NTP).

The SCTA will retain the original list of qualified firms/teams, including the firms/teams awarded the first contracts, for consideration of subsequent work of a similar nature. For each subsequent right of way consultant opportunity, the SCTA may select a consultant from the list or invite one or more of the firms/teams to submit proposals and to possibly attend an interview for a specific project. Should a firm/team be requested to attend an interview, the key members from their newly proposed project team should be available.

SECTION 07 – SELECTION PROCESS DATES

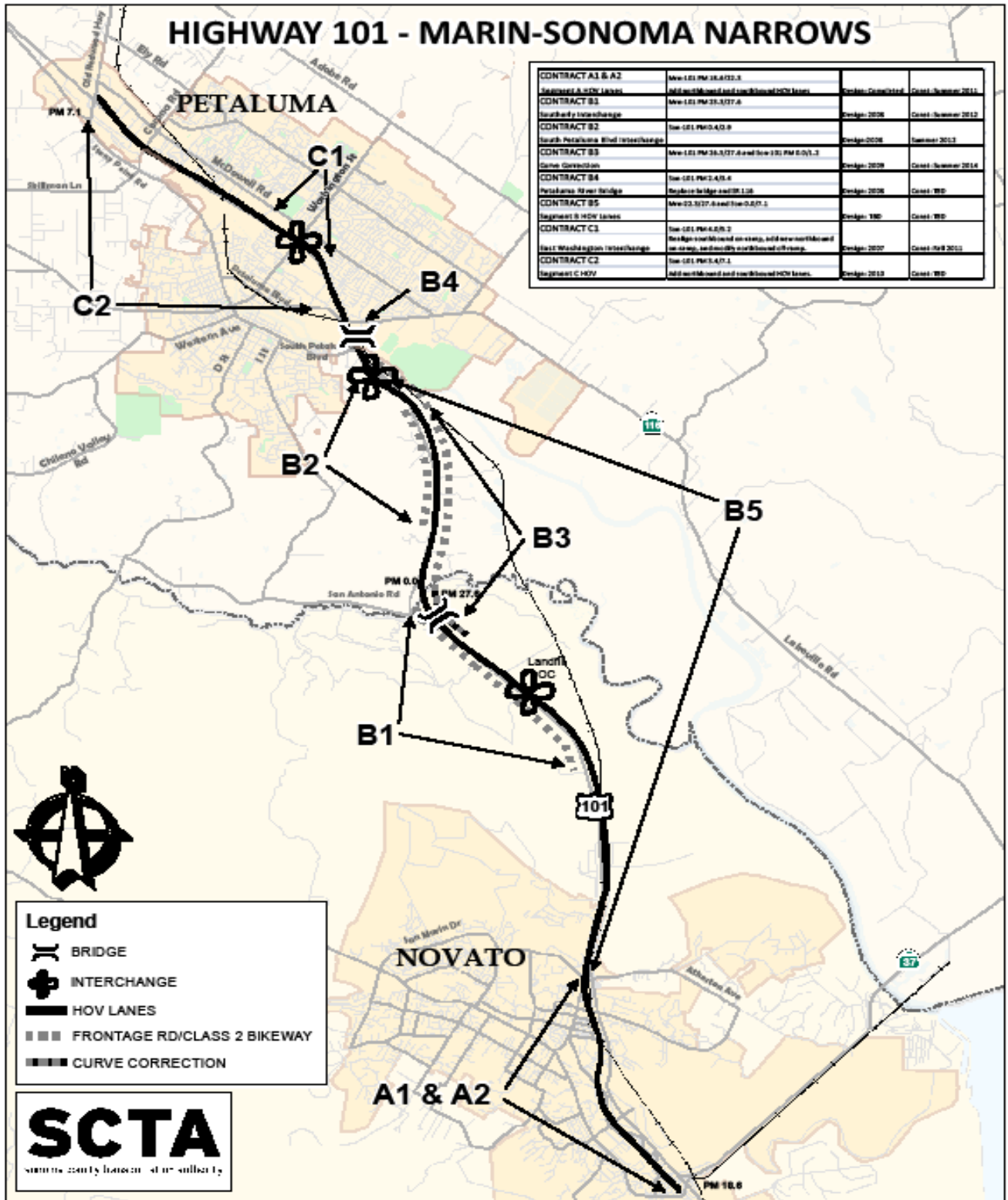
February 23, 2011	Issue RFP
March 9, 2011	Proposals are due no later than 5:00 pm at the office of the Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, CA 95401
March 16, 2011	Short list notification
March 25, 2011	Interviews (if needed)
March 28, 2011	Contract negotiations begin with selected firm/team
April 11, 2011	SCTA Board grants approval to enter into contract

The evaluation/interview panel may include representatives from SCTA, Caltrans, and other agencies. Members of the panel will not be revealed prior to interviews. There shall be no other RFP specific communication between the SCTA staff and interested consulting firms/teams, other than the scheduling of interviews and actual interviews, between March 9, 2011 and the posting of the staff recommended ranking of qualified consulting firms. The staff recommended ranking of qualified consulting firms will be posted on the SCTA webpage (www.sctainfo.org) after March 25, 2011.

Questions regarding this RFP shall be submitted in writing no later than March 2, 2011 and be directed to:

John Maitland
Deputy Director, Projects and Programming
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401
jmaitla1@sctainfo.org

ATTACHMENT A – MAP OF HIGHWAY 101 WIDENING PROJECTS





ATTACHMENT B

AGREEMENT FOR RIGHT OF WAY CONSULTANT SERVICES

This Agreement is made by and between ----- (hereinafter referred to as "CONSULTANT"), and the Sonoma County Transportation Authority (hereinafter referred to as "SCTA").

RECITALS

WHEREAS, the California Department of Transportation (hereinafter "Caltrans") and SCTA have determined to undertake various Hwy 101 projects between the City of Petaluma in the south and the Town of Windsor in the north, in particular, the Petaluma River Crossing Bridge and Hwy 116 Grade Separation (MSN B-4) project, the HOV lanes through central Petaluma (MSN C-2) project, the Old Redwood Hwy interchange replacement (Central C) project, the Airport Blvd interchange replacement (North B) project, and Windsor sound walls (north C) project, within Sonoma County; and,

WHEREAS, by agreement with Caltrans, SCTA is responsible for the preparation of the PS&E for the MSN B-4, MSN C-2, North B, and North C projects; and

WHEREAS, by agreement with SCTA and Caltrans, the City of Petaluma is responsible for the preparation of the PS&E for the Central C project; and

WHEREAS, a Project Report; Environmental Impact Report/Environmental Impact Statement (EIR/EIS) has been completed for MSN B-4, MSN C-2, Central C, North B, and North C and a complete PS&E submittal must be prepared for the Project to comply with the requirements of Caltrans and the Federal Highway Administration (hereinafter "FHWA"); and

WHEREAS, by agreement with Caltrans, Caltrans is responsible for the appraisal, acquisition, and certification of right of way for the MSN B-4, MSN C-2, Central C, North B, and North C projects; and

WHEREAS, Caltrans has requested that right-of-way support services be supplied by SCTA to supplement Caltrans staff for appraisal and acquisition services for the abovementioned projects; and,

WHEREAS, by agreement, Caltrans will provide quality assurance on the work products and CONSULTANT is expected to work closely with appropriate Caltrans staff to ensure appropriate standards are met; and

WHEREAS, CONSULTANT is a duly qualified right-of-way consulting services firm directed by and employing persons having appropriate certifications, licenses and experience in the appraisal and acquisition of parcels per Caltrans right-of-way policies and; and

WHEREAS, in the judgment of SCTA's Board of Directors it is necessary and desirable for SCTA to employ the services of CONSULTANT to provide supplemental right-of-way appraisal and acquisition services in order to keep the improvement projects on schedule;

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, CONSULTANT and SCTA mutually agree as follows:

1. GENERAL PROVISIONS

1.1 SCOPE OF SERVICES: SCTA retains CONSULTANT to perform the services specified in the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference, according to the schedule set forth in Exhibit B, attached hereto and incorporated herein by this reference. CONSULTANT shall work closely with SCTA staff in the performance of all work pursuant to this Agreement.

1.2 PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession and possess minimum qualifications as outlined in Exhibit D. If SCTA determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, SCTA, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; or (c) terminate this Agreement pursuant to paragraph 4.2; or (d) pursue any and all other remedies at law or in equity.

1.3 ASSIGNED PERSONNEL: CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time, and for any reason, SCTA desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from SCTA.

1.4 KEY PERSONNEL:

(a) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCTA to be key personnel whose services were a material inducement to SCTA to enter into this Agreement, and without whose services SCTA would not have entered into this Agreement. CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCTA which shall not be unreasonably withheld. With respect to performance of work under this Agreement, CONSULTANT shall employ the following key personnel:

(b) In the event that any of CONSULTANT'S personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of CONSULTANTS'S control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements. All replacement personal shall be subject to the approval of SCTA.

2. COMPENSATION:

2.1 PAYMENT FOR CONSULTANT'S SERVICES: For all services required hereunder (including without limitation, all tools, equipment, labor, supplies, subcontracts, sub-consultants, supervision, and materials), CONSULTANT shall be paid for salary expenses in accordance with the hourly rates and *Summary of Project Scope and Effort* specified in Exhibit C, attached hereto and incorporated herein by this reference, and for non-salary expenses in accordance with paragraph 2.2. Consultant shall be paid on a time and material basis in accordance with Exhibit C and paragraphs 2.2 and 2.3, provided, however, that Consultant agrees to perform all services described in this Agreement outlined for Tasks 1, 2, and 3 in Exhibit A for an amount not to exceed \$_____. The hourly rates specified in Exhibit C shall cover all salary-related costs, including, without limitation, base hourly rates, recently audited FAR overhead, and fee. CONSULTANT may request its hourly rates be increased by a percentage amount not to exceed actual percentage raise given to employees annually. Such request must be made at least 30 days prior to requested new rate effective date and not more often than once a year beginning with the second year of service.

2.2 PAYMENT FOR CONSULTANT'S NON-SALARY EXPENSES: Subject to paragraph 2.1 above, actual cost of non-salary expenses provided by CONSULTANT, incurred directly for the Project, shall be reimbursed in accordance with usual and customary rates. Such expenses are limited to the following:

- (a) Services directly applicable to the Project, such as commercial printing, binding, and (with approval of SCTA) special consultants.
- (b) Identifiable reproduction services applicable to the Project such as printing of drawings, photostating, multilithing, printing, and similar services.
- (c) Identifiable communication services such as long-distance telephone, telegraph, cable, express services and postage other than for general correspondence.
- (d) Reasonable and necessary living and traveling expenses of employees when away from home office on business directly connected with the Project.

- (e) Automobile expenses per the current Caltrans Travel Guide for Non-Represented Employees.

2.3 PAYMENT PROCEDURE FOR CONSULTANT'S SERVICES: SCTA shall make payments to CONSULTANT on the basis of CONSULTANT's invoice to SCTA for work performed. CONSULTANT shall submit an invoice to SCTA on a monthly basis which shall contain the following information: A) the amount of the current billing and a description of the associated work performed during the period, including the status of all deliverables; B) the total amount of the previous bill; C) the total-to-date billings; D) the estimated percentage of work completed on a task-by-task basis; and E) such other information as SCTA deems necessary. Within fifteen (15) business days following receipt of the invoice, SCTA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice. If SCTA determines that CONSULTANT has not satisfactorily performed such work, SCTA shall inform CONSULTANT in writing of such fact and may proceed pursuant to paragraph 1.3. Subject to the provisions of paragraph 4, SCTA shall cause payment to be made to CONSULTANT within thirty (30) business days following SCTA's determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced SCTA.

2.4 COMPLIANCE WITH FEDERAL CONTRACT COST PRINCIPLES AND PROCEDURES: CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items. CONSULTANT further agrees to comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2.5 COSTS DETERMINED BY SUBSEQUENT AUDIT TO BE UNALLOWABLE: Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to SCTA.

2.6 RETENTION FROM PAYMENTS TO CONSULTANT: From each payment made to CONSULTANT, SCTA shall retain five percent (5%) until the each Task described in attached Exhibit A is completed. The money retained pursuant to this paragraph shall be paid to CONSULTANT within thirty (30) business days after submittal of a letter from CONSULTANT requesting final payment.

3. TERM OF AGREEMENT: The term of this Agreement shall be sixty (60) months from the date of execution of this contract by SCTA unless terminated earlier in accordance with the provisions of paragraph 4 below.

4. TERMINATION:

4.1 TERMINATION WITHOUT CAUSE: At any time and without cause, SCTA, in its sole discretion, shall have the right to terminate this Agreement by giving CONSULTANT ten (10) business days written notice of termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination. Such payment shall be made in the manner provided in paragraph 4.3.

4.2 TERMINATION FOR CAUSE: Should CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided herein, or otherwise violate any of the terms of this Agreement, SCTA may terminate this Agreement immediately by giving CONSULTANT written notice of termination, stating the reason for termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination, less the amount of damage, if any, sustained by SCTA by virtue of CONSULTANT's breach of this Agreement. Notwithstanding any other provision of this agreement, such payment shall be limited to an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; and further provided that in the case of termination for cause, SCTA shall deduct from the sum otherwise due Consultant the amount of damage, if any sustained by SCTA by virtue of CONSULTANT's breach of this Agreement. Such payment shall be made in the manner provided in paragraph 4.3.

4.3 DELIVERY OF WORK PRODUCT AND FINAL PAYMENT UPON TERMINATION: In the event of termination, CONSULTANT shall, within ten (10) days following the date of termination, deliver to SCTA all materials subject to the provisions of paragraph 16 and submit to SCTA an invoice for work performed and reimbursable expenses incurred up to the date of termination. The invoice shall contain the information specified in paragraph 2.3. Upon receipt thereof, SCTA shall determine whether CONSULTANT has satisfactorily performed the work and properly incurred the reimbursable expenses identified in the invoice and cause payment to be made to CONSULTANT for that portion of such work and such reimbursable expenses that SCTA determines CONSULTANT has satisfactorily performed or properly incurred, within the limitations set out in paragraph 4.2.

5. INDEMNIFICATION: CONSULTANT agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release SCTA and Caltrans, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including CONSULTANT, arising out of or in connection with the negligent performance or willful misconduct of CONSULTANT hereunder, whether or not there is concurrent negligence on the part of SCTA and Caltrans, but excluding liability due to the extent of any such concurrent or sole negligence or the willful misconduct of SCTA and Caltrans. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or

its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, CONSULTANT shall be liable to SCTA and Caltrans for any loss or damage to SCTA and Caltrans property arising from or in connection with CONSULTANT'S negligent performance or willful misconduct hereunder.

6. INSURANCE: With respect to the performance of work hereunder, CONSULTANT shall maintain, and shall require all of its subcontractors, sub-consultants, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance: Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

- (1) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

6.2 General Liability Insurance: Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- (1) "Sonoma County Transportation Authority, its officers and employees, and the State of California, its officers and employees, are named as additional insureds for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

- (2) "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

- (3) "The insurance provided herein is primary coverage to the Sonoma County Transportation Authority with respect to any insurance or self-insurance programs maintained by SCTA."

- (4) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

6.3 Automobile Insurance: Automobile liability insurance covering bodily injury and property damage in an amount no less than one million dollars

(\$1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

(1) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

6.4 Professional liability insurance: Professional liability insurance for all activities of CONSULTANT arising out of or in connection with this Agreement in an amount no less than two million dollars (\$2,000,000.00) combined single limit for each claim. Said policy shall be endorsed with the following specific language or contain equivalent language in the policy:

(1) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

6.5 Documentation: The following documentation shall be submitted to SCTA:

(1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to SCTA's execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of SCTA's execution of this Agreement.

6.6 Policy Obligations: CONSULTANT's indemnification and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach: If CONSULTANT, for any reason, fails to maintain the insurance coverage required by this Agreement, the same shall be deemed a material breach of contract. SCTA, in its sole discretion, may terminate this Agreement pursuant to the provisions of paragraph 4.2 and obtain damages from CONSULTANT resulting from said breach. Alternatively, SCTA may purchase the required insurance coverage, and without further notice to CONSULTANT, SCTA may deduct from sums due to CONSULTANT any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.

7. PROSECUTION AND PROGRESS:

CONSULTANT shall be authorized to proceed with the performance of this Agreement upon the issuance by SCTA's Executive Director of written Notice to Proceed. Performance of the services hereunder shall be completed within the times or by the

dates specified in Exhibit B. SCTA shall notify CONSULTANT in writing of any event requiring CONSULTANT to stop work hereunder. Upon receipt of such notice, CONSULTANT shall immediately stop work and shall not resume work until notified in writing by SCTA. CONSULTANT shall be responsible for managing contract time and completing all deliverables in accordance with Exhibits A and B.

7.1 CRITICAL PATH METHOD PROGRESS SCHEDULE: The CONSULTANT shall submit to SCTA practicable critical path method (CPM) progress schedules (hereinafter "Schedule") in conformance with this agreement.

Schedules shall show the order in which CONSULTANT proposes to complete the agreement with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. CONSULTANT is responsible for assuring that all activity sequences are logical; that sufficient time is provided to complete each deliverable, including sufficient review times by SCTA, Caltrans, and other agencies; and that each schedule shows a coordinated plan for complete performance of the deliverables.

Schedules shall include, but not be limited to, applicable activities that show the following:

- (1) salient features, or interfaces, including those with outside entities, that could affect time of completion;
- (2) the Notice to Proceed, the scheduled completion date, and milestone deliverables; and
- (3) development, delivery, review and approval of each deliverable.

Schedule activities shall include the following:

- (1) a clear and legible description;
- (2) start and finish dates;
- (3) a duration of not less than one working day, except for event activities;
- (4) at least one predecessor and one successor activity, except for the Notice to Proceed and finish milestones;
- (5) logical restraints;
- (6) codes for responsibility; and
- (7) deliverable task numbers.

CONSULTANT shall develop and submit to SCTA an initial baseline, monthly update and final update schedules, consistent in all respects with the time and order requirements specified in the agreement. The initial baseline schedule shall be submitted within 30 calendar days of the Notice to Proceed. Monthly updates shall be submitted at each monthly progress meeting after submittal of the baseline schedule. Any revision to time and/or scope of the agreement shall be documented in the next monthly schedule update, subject to acceptance by SCTA. The final update shall be submitted with 30 days of acceptance of the final deliverable.

SCTA shall review schedules and shall notify CONSULTANT of unacceptable schedules, in writing, within 30 calendar days of receipt. All other schedules will be considered accepted. SCTA's review and acceptance of schedules shall not waive any contract requirements and shall not relieve CONSULTANT of any obligation thereunder or responsibility for submitting complete and accurate information. Errors or omissions on schedules shall not relieve the Contractor from finishing all deliverables within the time limit specified for completion of the Agreement. If, after a schedule has been accepted by SCTA, either CONSULTANT or SCTA discover that any aspect of the schedule has an error or omission, it shall be corrected by CONSULTANT on the next update schedule.

7.2 DELAYS IN GENERAL: If the schedule's critical path is delayed by unforeseen events beyond the control of CONSULTANT, such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 7.4. Such unforeseen events shall be limited to earthquakes, floods, high waters, or other Acts of God, or strikes, lockouts, or other similar labor disturbances, or other specific events that are beyond the control of CONSULTANT and which CONSULTANT could not have reasonably foreseen or guarded against.

7.3 DELAYS CAUSED BY SCTA, CALTRANS, FHWA, OR OTHER REVIEWING AGENCIES OR RESPONSIBLE PARTIES: If the schedule's critical path is delayed by events caused solely by the action or inaction of SCTA, Caltrans, FHWA, other regulatory agencies reviewing CONSULTANT's work, or other responsible parties such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 7.4. The CONSULTANT shall notify SCTA of the delay within 15 calendar days of the beginning of the delay pursuant to paragraph 9. Said notice shall describe, to the fullest extent possible at the time of the notice, the events leading up to the delay, the extent of the delay, options to mitigate the delay, and the potential effect of the delay on completion of the schedule.

7.4 EXTENSIONS OF TIME: Extensions of time, when granted by SCTA, shall be based upon the effect of the delay on the schedule's critical path. SCTA shall extend the time for CONSULTANT's performance of this Agreement by a number of days equal to the number of days the schedule's critical path has been delayed. However, if an activity's duration or the schedule logic can be modified to mitigate the delay, mitigation shall be considered, in lieu of an extension of time. SCTA will be the sole judge as to the appropriateness of time mitigation and/or a time extension.

8. CHANGES: Changes in scope of work constitute additional work to be performed by CONSULTANT, or a reduction of scope. In both cases, additions or deletions to the scope of work as outlined in Exhibit A, may be authorized in writing by SCTA's Executive Director, with concurrence by the SCTA Chairperson, subject to the following limitation: Changes in scope of work authorized by the Executive Director may not exceed \$25,000 in cost and thirty (30) calendar days per task. Any changes in the scope of work beyond the scope of the Executive Director's authority may be authorized

in writing only by the board of directors of SCTA. CONSULTANT acknowledges and agrees that, except as otherwise expressly provided herein, only the board of directors of SCTA may authorize changes in the scope of work hereunder and SCTA staff are without authorization to order changes to the scope of work or to waive Agreement requirements. Failure of CONSULTANT to secure the appropriate prior written authorization for changes in the scope of work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization.

9. DISPUTES: CONSULTANT shall notify SCTA in writing of any dispute or potential dispute (hereinafter "dispute") within 15 calendar days after the happening of the event, thing, occurrence or other cause, giving rise to the dispute. Said notice shall describe, to the fullest extent possible at the time of the notice, the events leading up to the dispute, the nature of the dispute, the potential effect of the dispute on the completion of the Contract, cost data, and any relevant Contract language in support of the dispute. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof by either Consultant or SCTA, and if the dispute cannot be settled through negotiation, before resorting to litigation, the SCTA and Consultant agree first to try in good faith to settle the dispute by mediation. If the parties cannot agree on a mediator or mediation rules to use, the parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:

- i. The mediation shall be conducted in Santa Rosa, California.
- ii. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- iii. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

10. REPRESENTATIONS OF CONSULTANT:

10.1 STANDARD OF CARE: SCTA has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby represents that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of the Caltrans and FHWA standards, and all other applicable federal, state, and local laws, ordinances, rules, and regulations, it being understood that acceptance of CONSULTANT's work by SCTA shall not operate as a waiver or release. CONSULTANT further represents that all products of whatsoever nature which CONSULTANT delivers to SCTA pursuant to this Agreement will be prepared in a

professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession.

10.2 FAMILIARITY WITH WORK: CONSULTANT represents that it has thoroughly investigated and considered the work to be performed hereunder and how it should be performed, and fully understands the difficulties and restrictions attending the performance of such work, including, without limitation, any controversial aspects of the Project, the likelihood of extensive comments, and the need for the contents of the PS&E to be thorough and complete.

10.3 STATUS OF CONSULTANT : The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to paragraph 4, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under laws, ordinances, rules, or regulations applicable to employees.

10.4 TAXES: CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold SCTA harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations. In case SCTA is audited for compliance regarding any withholding or other applicable taxes, CONSULTANT agrees to furnish SCTA with proof of payment of taxes on these earnings.

10.5 COST DISCLOSURE: In accordance with Government Code section 7550, CONSULTANT agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the Project.

10.6 RECORDS MAINTENANCE: CONSULTANT shall retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and shall make such documents and records available, and shall require its subcontractors to make such documents and records available, to SCTA and representatives of the State of California and the federal government for inspection at any reasonable time during the contract period and for three (3) years from the date of completion of all work required under this Agreement.

10.7 CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be knowingly employed. In addition, if requested to do so by SCTA,

CONSULTANT shall complete and file and shall require any other person doing work hereunder to complete and file a "Statement of Economic Interest" with SCTA disclosing CONSULTANT's or such other person's financial interests. CONSULTANT shall not be employed by the future construction contractor for MSN Project C2.

10.8 NONDISCRIMINATION: CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9 SUBCONTRACTED SERVICES: If CONSULTANT wishes to subcontract any work or services required to be performed under this Agreement to a firm not specified in CONSULTANT's proposal, prior written approval must be obtained from SCTA's Executive Director. In addition, any subcontract for work or services to be performed under this Agreement that exceeds twenty-five thousand dollars (\$25,000.00) will require that the subcontractor be bound by all of the terms of this Agreement.

10.10 COVENANT AGAINST CONTINGENT FEES: CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SCTA shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. DEMAND FOR ASSURANCE: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

12. ASSIGNMENT AND DELEGATION: Except as otherwise provided herein,

neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party has so consented.

13. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills, and payments shall be made in writing and may be given by personal delivery, facsimile, overnight or one-day delivery service, or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO SCTA: Suzanne Smith, Executive Director
Sonoma County Transportation Authority
490
Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

TO CONSULTANT:

Notices to:

Payments to:

Regular Mail (USPS):

Overnight Courier:

and, when so addressed, shall be deemed given upon personal delivery, facsimile proof, or deposit into the possession of said delivery service or the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph 13.

14. CONFIDENTIAL INFORMATION: All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and shall not be disclosed by CONSULTANT to any person except as authorized by SCTA, or as required by law.

15. ASSIGNMENT OF RIGHTS: Consultant assigns to SCTA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SCTA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCTA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCTA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCTA.

16. OWNERSHIP AND DISCLOSURE OF WORK PRODUCT. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of SCTA. SCTA shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCTA all such documents, which have not already been provided to SCTA in such form or format as SCTA deems appropriate. Such documents shall be and will remain the property of SCTA without restriction or limitation. However, SCTA agrees that Consultant shall bear no responsibility for any modifications by others made to the documents prepared by consultant. SCTA also agrees that Consultant shall bear no responsibility for any re-use by third parties the documents prepared by Consultant. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SCTA.

17. MISCELLANEOUS PROVISIONS:

17.1 NO WAIVER OF BREACH: The waiver by any affected party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

17.2 CONSTRUCTION: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. CONSULTANT and SCTA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. CONSULTANT and SCTA acknowledge that

they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

17.3 CONSENT: Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

17.4 NO THIRD PARTY BENEFICIARIES: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

17.5 APPLICABLE LAW AND FORUM: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

17.6 CAPTIONS: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

17.7 MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

17.8 TIME OF ESSENCE: Time is and shall be of the essence of this Agreement and every provision hereof.

17.9 NUMBER AND GENDER: Wherever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

17.10 DAY AND BUSINESS DAY: Wherever used herein, the term “day” shall mean any calendar day, and the term “business day” shall mean any calendar day on which the offices of SCTA are open for regular business.

17.11 PREVAILING WAGES: CONSULTANT is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813 and 1815, as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. CONSULTANT agrees to fully comply with such Prevailing Wage Laws for any services provided hereunder which are subject to such Prevailing Wage Laws, and agrees to require such compliance from subcontractors it utilizes for such services.

Pursuant to Labor Code Section 1775(b)(1), CONSULTANT shall provide to each such subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Copies of the prevailing wage rate of per diem wages are on file with SCTA and will be made available to any person upon request. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services provided hereunder available to interested parties upon request, and shall post copies at the CONSULTANT'S principal place of business and at the project site.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

CONSULTANT

DATED: _____ By: _____
Consultant

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED: _____ By: _____
Chair, SCTA

**CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE BY SCTA:**

DATED: _____ By: _____
Suzanne Smith, Executive Director, SCTA

APPROVED AS TO FORM:

DATED: _____ By: _____
SCTA Counsel

EXHIBIT A

SERVICES TO BE PROVIDED / SCOPE OF WORK

A. Real Property Appraiser:

Responsible for preparation of Summary Appraisal Reports to determine the fair market value of the rights to be acquired from each subject property and prepared in accordance to professional standards, Uniform Standards of Professional Appraisal Practice (USPAP), and the Caltrans Right-of-Way Manual and all applicable laws and regulations. Each subject property appraisal will be separately bound and prepared in a “stand-alone” format suitable for furnishing to the associated property owners per Caltrans’ requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Comparable data shall be verified with parties to the transaction.

Real Property Appraiser Responsibilities under the Uniform Act:

- Property owner must be notified in writing of Agency’s decision to appraise.
- Property owner or designee must be given opportunity to accompany appraiser during property inspection.
- Responsibility of sending Title VI information.
- Diary entry of notifications and contacts.
- Appraisal to contain minimum recognized standards for public acquisition (Zoning, Property Rights to be acquired, Highest and Best Use Analysis, Verified Comparables, Improvements Acquired, Damages, Cost-to-Cure, etc.)
- All appraisals must contain Appraiser and Review Appraiser Certificates.

B. Acquisition Specialist:

Responsible for: “good faith negotiations” with property owners for the purchase of right-of-way based on values established in the reviewed and approved appraisals; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; preparation of all written correspondence, applicable forms and Agency’s standard purchase agreement; coordination with Agency staff; performance of notary services related to the signing of acquisition documents; escrow coordination with Agency’s selected title company; completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries.

Acquisition Specialist Responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations.

- . Expeditious acquisition within 30 days of approved appraisal.
- . First Written Offer should be presented in person when possible.
- . Caltrans requires that a copy of the appraisal report shall be provided to the owner with the First Written Offer; a Summary Statement (basis for the appraisal) is optional in this case.
- . Owner to be given reasonable time to consider offer and present material relevant to value determination (i.e., 30 days and a minimum of 3 contacts).
- . Payment is required before taking possession unless date of possession clause is used in contract.
- . Agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
- . Preparation of Administrative Settlements when it is reasonable and in the public interest.
- . Diary entries including confirmation of delivering Title VI information.

C. Relocation Specialist:

Responsible for providing relocation assistance to displaced parties, if any, resulting from an acquisition of right-of-way and conducted per applicable professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations.

Exhibit B

Sonoma Highway 101 Projects	Anticipated Construction Start
North B - Airport/Fulton Interchange Operational Improvements	2012
North C - Windsor Soundwalls	2012
Central C – Old Redwood Highway Interchange Improvements	2012
Marin Sonoma Narrows – B4	*2012
Marin Sonoma Narrows – C2	*2013

* Funding Pending

SCTA NO.

EXHIBIT C

EXHIBIT D

Minimum Qualifications

This is an “On the State Highway System” project and, therefore, consultants must meet the following minimum qualifications, according to the Caltrans Right-of-Way Manual.

A. For Real Property Appraiser Services, proposer(s) must possess:

- Appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity, and value of the appraisal required:
 - a) Residential License for any noncomplex 1-4 family property with value of \$1 million and Nonresidential property with a transaction value up to \$250,000.
 - b) Certified Residential for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000.
 - c) Certified General for all real estate without regard to transaction value or complexity.
- Minimum five years’ experience in appraisal of rights for eminent domain purposes.
- Successful completion of a course in appraisal of partial acquisitions for public agencies.
- Successful completion of a course in the Uniform Relocation and Real Property Acquisition Policies Act taught by a recognized organization.
- Successful completion of a course in State Eminent Domain Law taught by a recognized organization.
- Specific knowledge and experience appropriate for the type of assignment.

B. For Acquisition Specialist Services, proposer(s) must possess:

- Real Estate Broker’s or Salesperson’s License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
- Minimum five years’ experience in the acquisition of rights for eminent domain purposes.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations. By signing the Right of Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.

-
- **C. For Relocation Specialist Services, proposer(s) should possess:**
- Minimum five years' experience at the working level providing public agency relocation assistance.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations.
- Specific knowledge and experience appropriate for the type of assessment